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SOLICITATION, OFFER AND AWARD		THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		PAGE OF 1 26 PAGES	
2. CONTRACT NO. S-LMAQM-03-C-0016	3. SOLICITATION NO. S-LMAQM-02-R-0012	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED (mm-dd-yyyy)	6. REQUISITION/PURCHASE NO. 1052-251046	
7. ISSUED BY U.S. Department of State Office of Acquisition P.O. Box 9115, Rosslyn Station Arlington, VA 22219		RELEASED IN PART B4			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
SOLICITATION					
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Date) (mm-dd-yyyy)					
CAUTION -- LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.					
10. FOR INFORMATION CALL:	A. NAME Chrissie Fields	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (703)875-6624			
11. TABLE OF CONTENTS					
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OFFER (Must be fully completed by offeror)					
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.					
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.					
13. DISCOUNT FOR PROMPT PAYMENT (See Section 1, Clause No. 52-232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated:	AMENDMENT NO.	DATE (mm-dd-yyyy)	AMENDMENT NO.	DATE (mm-dd-yyyy)	
15A. NAME AND ADDRESS OF OFFEROR TESSADA & ASSOCIATES 8001 FORBES PLACE, SUITE 310 SPRINGFIELD, VA 22151	15B. TELEPHONE NO. (Include area code) (703) 564-1210	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
17. SIGNATURE		18. OFFER DATE (mm-dd-yyyy)			
AWARD (To be completed by Government)					
19. ACCEPTED AS TO ITEMS NUMBERED ALL	20. AMOUNT 4,991,773.15	21. ACCOUNTING AND APPROPRIATION Incremental Funding			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)(1) <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(1)		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			
24. ADMINISTERED BY (If other than item 7)		25. PAYMENT WILL BE MADE BY			
26. NAME OF CONTRACTING OFFICER (Type or print) SEE TRIPARTITE AGREEMENT		27. UNITED STATES OF AMERICA SEE TRIPARTITE AGREEMENT (Signature of Contracting Officer)			
28. AWARD DATE (mm-dd-yyyy)					

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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STANDARD FORM 33 (REV. 4-85)
Prescribed by GSA
FAR (48 CFR) 53.214(c)

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCHEDULE OF ITEMS

B.1.1 BASE YEAR

<u>Item No.</u>	<u>Labor Category</u>	<u>No. of Hours</u>	<u>Labor Rate</u>	<u>Est. Total</u>
0001	Warehouse Specialist (Supervisory)			
0002	Overtime - Warehouse Spec. (Supv)			
0003	Warehouse Specialist (2)			
0004	Overtime - Warehouse Specialist			
0005	Stock Control Specialist (2)			
0006	Overtime - Stock Control Spec.			
0007	Warehouse Facility			

Total Base Year: \$991,286.17

B.1.2 OPTION YEAR ONE

<u>Item No.</u>	<u>Labor Category</u>	<u>No. of Hours</u>	<u>Labor Rate</u>	<u>Est. Total</u>
1001	Warehouse Specialist (Supervisory)			
1002	Overtime - Warehouse Spec. (Supv)			
1003	Warehouse Specialist (2)			
1004	Overtime - Warehouse Specialist			
1005	Stock Control Specialist (2)			
1006	Overtime - Stock Control Spec.			
1007	Warehouse Facility			

Total Option Year One: \$1,030,332.16

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B.1.3 OPTION YEAR TWO

<u>Item No.</u>	<u>Labor Category</u>	<u>No. of Hours</u>	<u>Labor Rate</u>	<u>Est. Total</u>
2001	Warehouse Specialist (Supervisory)			
2002	Overtime - Warehouse Spec. (Supv)			
2003	Warehouse Specialist (2)			
2004	Overtime - Warehouse Specialist			
2005	Stock Control Specialist (2)			
2006	Overtime - Stock Control Spec.			
2007	Warehouse Facility			

Total Option Year Two: \$1,006,696.05

B.1.4 OPTION YEAR THREE

<u>Item No.</u>	<u>Labor Category</u>	<u>No. of Hours</u>	<u>Labor Rate</u>	<u>Est. Total</u>
3001	Warehouse Specialist (Supervisory)			
3002	Overtime - Warehouse Spec. Supv)			
3003	Warehouse Specialist (2)			
3004	Overtime - Warehouse Specialist			
3005	Stock Control Specialist (2)			
3006	Overtime - Stock Control Spec.			
3007	Warehouse Facility			

Total Option Year Three: \$989,849.71

B.1.4 OPTION YEAR FOUR

<u>Item No.</u>	<u>Labor Category</u>	<u>No. of Hours</u>	<u>Labor Rate</u>	<u>Est. Total</u>
4001	Warehouse Specialist (Supervisory)			
4002	Overtime - Warehouse Spec. (Supv)			
4003	Warehouse Specialist (2)			

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- 4004 Overtime - Warehouse Specialist
- 4005 Stock Control Specialist (2)
- 4006 Overtime - Stock Control Spec.
- 4007 Warehouse Facility

Total Option Year Four: \$973,609.06

B.2 CEILING PRICE (TIME-AND-MATERIALS/LABOR-HOUR CONTRACT) (05/95)

(a) The ceiling price(s) of this contract is as set forth below:

<u>Period</u>	<u>Ceiling Price</u>
Base Year	\$1,600,000.00
Option Year One	\$1,600,000.00
Option Year Two	\$1,600,000.00
Option Year Three	\$1,600,000.00
Option Year Four	\$1,600,000.00

(b) If this contract includes options and a ceiling price is specified for each option, each ceiling price shall apply separately and independently to that option. The Contractor shall not exceed the ceiling price(s) of this contract except as provided in FAR 52.232-7 "PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS."

(c) Notwithstanding the above, if this contract is funded below the ceiling price(s), the Contractor shall not exceed the funded amount.

B.3 TRAVEL COSTS (TIME-AND-MATERIALS/LABOR-HOUR) (11/96)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with its usual accounting practices consistent with FAR Subpart 31.2, specifically FAR 31.205-46. Travel must be directly related to and required for performance of this contract, and authorized in advance and in writing by the Contracting Officer's Representative (COR). In no event shall costs associated with employee commuting be reimbursable as a direct cost under this contract.

(b) Travel costs shall not be burdened with any indirect costs unless specifically allowable in accordance with the Contractor's usual accounting practices consistent with FAR Subpart 31.2. In no event shall travel costs be burdened with fee/profit.

(c) The Contractor shall include a breakout of all authorized travel expenses as an attachment to his invoices. Administrative support (coordination of travel arrangements, etc.) will be the responsibility of the Contractor.

(d) Should any Contractor personnel be requested to perform in any area which has been determined by the Department of State to be a hazardous duty area, hazardous duty premium pay will be payable at the same rate as would be given

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to Department of State direct-hire employees pursuant to Chapter 650 of the U.S. Department of State Standardized Regulations (Government Civilians, Foreign Areas). Each employee will be notified upon arrival at any hazardous duty area of the applicable rates, terms and conditions at the time of performance. Hazardous duty premium pay shall not be burdened with any indirect costs (e.g., overhead, G&A) or fee/profit.

(e) When local travel between the Contractor employee's regular place of performance and other locations is specifically authorized by the COR, transportation expenses shall be allowable costs under this contract. For the purposes of this clause, local travel means travel within a 50 mile radius of the Contractor employee's regular place of performance and does not include daily commuting or associated costs.

(f) For travel where use of a personal automobile has been specifically authorized by the COR, reimbursement shall be computed on the basis of actual miles traveled from starting point to destination. Other related miscellaneous expenses, such as tolls and parking fees, incurred in the performance of tasks authorized under this contract, will be reimbursed. Car rentals require advance approval by the COR and will be authorized only when consistent with good business practice. Allowable costs shall not exceed the actual cost of renting a compact automobile (a maximum of one for five Contractor personnel), unless extenuating circumstances (e.g., excess baggage) require other arrangements and subsequent COR approval is obtained.

(g) The Government will reimburse the Contractor for Contractor employee's travel time to or from other authorized work locations; except that for labor categories which are exempt from the Fair Labor Standards Act, a reimbursement will be allowed only for travel during the employee's regular working hours. The Contractor will not be reimbursed for time spent in stand down or temporary layovers for the convenience of the Contractor except as authorized by the Federal Travel Regulations.

(h) The Contractor shall be responsible for ensuring that all personnel who will be required to travel outside the United States have current and valid passports. The Contractor shall also be responsible for obtaining any visas required for travel to foreign countries under this contract. The Contractor shall make no direct labor charges for obtaining/maintaining passports and/or visas.

B.4 TYPE OF CONTRACT (05/95)

This is a Fixed Price, Labor-Hour type of contract.

B.5 OVERTIME

Overtime is defined as time worked in excess of 40 hours per week. Overtime must be authorized, in advance, by the Contracting Officer's Representative (COR). Individuals in labor categories for which no overtime rate is provided are considered professional employees. If these employees work in excess of 40 hours per week, then payment under this contract shall be at the hourly rates specified in Section B.1, Schedule of Items. The contractor shall notify the Contracting Officer, in writing, when 80% of the allocated overtime hours for any line item has been used.

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SECTION C — DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION

The Department of State, Bureau of Diplomatic Security, Office of Antiterrorism Assistance (DS/ATA) will be initiating several operations to provide antiterrorism training to participating countries as mandated under the enabling legislation and two 2002 supplemental funding plans. These programs will require the ATA to purchase a myriad of equipment and supplies for storage and shipment overseas. Items will range from armored cars and weapons to flashlights and compasses.

C.2 DESCRIPTION OF TASKS

C.2.1 The Contractor shall provide the following logistical services:

Warehouse/Logistics facility (40,000 sq. ft.). This facility will serve as single point receiving and storage base, primary location for stock control of materials and single point preparation of materials for dispatch. Facility shall have multiple loading docks, have the capability to store weapons (in accordance with Department of State regulations) and other sensitive equipment. Facility shall have access control with monitored alarm system and CCTV cameras with recording devices. The facility shall have office space, restrooms and a conference room to support administrative requirements. This facility must be designated for Department of State use only and separated from any other business with a wall constructed of solid permanent materials. Facility shall be located within 2-mile radius of Dulles Airport.

Contractor shall provide the personnel required to operate and maintain the facility on a daily basis. This facility will be required to store/ship/maintain stock records for an estimated 5000 line items, ranging from major equipment to expendable items.

Contractor shall be responsible for receiving, secure storage and shipping preparation of equipment and supplies in support of ATA training programs. Contractor personnel will be required to work closely with ATA training personnel and support staff, as well as other Department of State personnel. Contractor personnel will occasionally be required to work after normal business hours in support of training missions.

Contractor shall be responsible for the storage and packing for shipment of hazardous material such as ammunition and batteries in accordance with local, federal and international regulations.

Contractor shall provide all material handling/warehouse equipment (forklifts, hand trucks, dollies) and supplies (cartons, pallets, tools) as required.

Contractor shall maintain stock control records for all equipment and supplies received at, and shipped from facility. Stock records must be current and accurate to reflect stock balances at any given time.

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Contractor may be required to transport materials to/from various Department of State annexes and other storage facilities for storage and/or shipment.

C.3 STAFFING

C.3.1 The Contractor shall provide personnel to perform the following services, as required.

Warehouse/Facility Supervisor: Responsible for the day to day management/supervision/coordination of the facility. This will include supervising warehouse personnel, priority setting and coordinating with ATA Training Staff and Administration personnel.

Qualifications: Individual shall have at least ten years experience supervising/managing of logistics personnel and warehouse facility. Must have in-depth knowledge of warehouse operations and ability to coordinate with a myriad of people in support of ATA operations, both overseas and in the United States.

Stock Control Specialist: Responsible for maintaining accountable records for all warehouse actions. All records will be maintained in a timely manner to accurately reflect stock balances, issues and receipts. This position will be under direct supervision of the Warehouse/Facility Supervisor.

Qualifications: Individual shall have at least three years experience in the logistics record keeping field and have good computer skills.

Warehouse Specialist: Responsible for receiving, storage and shipping preparation for equipment and supplies. Supplies and equipment will range from armored cars and weapons to flashlights and compasses.

Qualifications: Individual shall have at least one year experience in warehousing field. Must be qualified in the operation of material handling equipment and able to perform physical labor for extended periods of time. Must have a valid driver's license.

C.3.2 At least one of the warehouse staff must have expertise in HAZMAT storage and shipment.

C.3.3 All warehouse personnel will be approved by DS/ATA prior to employment.

C.4 SECURITY REQUIREMENTS

C.4.1 A Secret clearance is required prior to the start of this contract.

C.4.2 All Contractor personnel must be bonded.

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SECTION D — PACKAGING AND MARKING

D.1 PACKING OF SUPPLIES FOR DOMESTIC SHIPMENT (05/95)

Supplies shall be packed for shipment in a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, and regulations of other carriers as applicable to the mode of transportation.

D.2 PACKING LIST(S) (05/95)

A packing list or other suitable shipping document shall accompany each shipment and shall include the following information:

- (a) Name and address of consignor;
- (b) Name and address of consignee;
- (c) Government contract number (and delivery order number, if used);
- (d) Government bill of lading number covering the shipment, if any; and
- (e) Description of the items shipped, including item number, quantity, number of containers, and package number, if any.

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SECTION E — INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE

FAR SOURCE

TITLE AND DATE

52.246-6

INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (MAR 2001)

E.2 INSPECTION AND ACCEPTANCE - SERVICES (05/95)

Inspection and acceptance of the services to be provided hereunder shall be made by the Contracting Officer's Representative.

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SECTION F — DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE

<u>FAR SOURCE</u>	<u>TITLE AND DATE</u>
52.242-15	STOP-WORK ORDER (AUG 1989)
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (APR 1984)

F.2 PERIOD OF PERFORMANCE (05/95)

This contract shall be effective on January 27, 2003 and shall remain in effect until 12 months after.

F.3 PLACE OF PERFORMANCE (05/95)

The principal place of performance for this contract shall be:

Loudon County, VA

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SECTION G — CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION DATA (07/01)

Contracting Officer: Benita Williams

Contract Administrator: Chrissie Fields
Telephone Number: (703) 875-6624
Facsimile Number: (703) 875-6006

First Class Mailing: U.S. Department of State
Office of Acquisition Management
P.O. Box 9115, Rosslyn Station
Arlington, Virginia 22209

Courier or Hand Delivery: U.S. Department of State
Office of Acquisition Management
Room 200
1701 N. Ft. Myer Drive
Arlington, Virginia 22209
(Visitor's entrance via 17th Street)

Contracting Officer's Representative (COR): Jim Howard
1400 Wilson Blvd, SA-14
Arlington, VA 22209
Telephone Number: (703) 312-3010
Facsimile Number: (703) 312-3003

G.2 INVOICE SUBMISSION (TIME-AND-MATERIALS/LABOR-HOUR) (12/97)

(a) General. The Contractor shall submit, on a monthly basis, an original and four copies of each invoice. In addition to the items necessary per FAR 52.232-25, "PROMPT PAYMENT," the invoice shall specify the current and cumulative hours and dollars by labor category and delivery/task order (if applicable). The Contractor shall also provide copies of time sheets which support the number of hours worked. An original and three copies of each invoice shall be submitted to the Contracting Officer's Representative (COR) at the address referenced in Section G of this contract under "CONTRACT ADMINISTRATION DATA." One copy of the invoice shall be concurrently submitted to the Contracting Officer at the address referenced in Section G of this contract under "CONTRACT ADMINISTRATION DATA."

(b) Withholding. In accordance with FAR 52.232-7, "PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS," the Contracting Officer shall withhold 5 percent of the amounts due under this contract, but the total amount withheld shall not exceed \$50,000. To facilitate withholding, the Contractor shall deduct 5 percent from each invoice prior to submitting the invoice to the COR for payment, until the cumulative amount withheld equals \$50,000. Each invoice shall specify both the current and cumulative amounts withheld.

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(c) *Contractor Remittance Address.* Payment shall be made to the Contractor's address as specified on the cover page of this contract, unless a separate remittance address is specified below:

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SECTION H — SPECIAL CONTRACT REQUIREMENTS

H.1 NONPAYMENT FOR UNAUTHORIZED WORK (05/95)

No payments will be made for any unauthorized supplies or services, or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of his own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and/or conditions of this contract.

H.2 ORGANIZATIONAL CONFLICT OF INTEREST - GENERAL (02/96)

(a) The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take to avoid or mitigate the actual or potential conflict.

(c) If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts.

H.3 SAFEGUARDING OF INFORMATION (05/95)

The Contractor and its employees shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except in the necessary performance of their duties or upon written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for the sole use of and become the exclusive property of the U.S. Government. Furthermore, no article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of work performed under this contract shall be published or disseminated through any media without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract. The Contractor shall include the substance of this provision in all contracts of employment and in all subcontracts hereunder.

H.4 SMOKE-FREE WORKPLACE NOTICE (05/95)

(a) The Department of State has been designated a smoke-free workplace.

(b) Definitions. "Smoking" means a lighted cigar, cigarette, pipe or other

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tobacco product. "Smoking Areas" means those designated exterior spaces where the smoking of tobacco products is permitted.

(c) **Applicability.** The Smoke-Free Workplace policy applies to all occupants of the Main State Complex; as well as all Department of State occupied space in other domestic buildings, whether owned, rented or leased, and to all Department of State owned, rented, or leased vehicles.

(d) **Policy.** It is the policy of the Department of State to promote a healthy environment. Accordingly, the Department has adopted a policy prohibiting smoking in the interior of all domestic buildings and facilities effective August 1, 1993.

H.5 TECHNICAL DIRECTION (05/95)

(a) Performance of the work hereunder shall be subject to technical instructions, whether oral or written, issued by the Contracting Officer's Representative specified in SECTION G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, change work emphasis, fill in details or otherwise serve to assist in the Contractor's accomplishment of the Statement of Work.

(2) Guidance to the Contractor which assists in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "Changes" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

H.6 MISSHIPMENT OF FREIGHT

The Contractor shall be liable to the Government for ensuring that all shipments are labeled, stenciled, or marked correctly. When a shipment is forwarded to an incorrect address due to incorrect labeling, stenciling or marking by the Contractor, the shipment shall be forwarded to the rightful address by the quickest means of transportation as directed by the COR. The

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Contractor shall reimburse the Government for all costs incident to the forwarding of such shipments from the incorrect address to the correct address, including charges for preparation, drayage and transportation.

H.7 LAWFUL OPERATIONS

The Contractor agrees to comply with all local, State and Federal laws, regulations and ordinances bearing on the performance of services specified herein, and shall possess the necessary operating authorities required by regulatory agencies.

H.8 GOVERNMENT'S RIGHT TO REMOVE GOODS

The Government, as the depositor of goods placed in a Contractor's facility, reserves the right to order goods removed at any time.

H.9 KEY PERSONNEL (02/96)

(a) The Contractor shall assign to this contract the following key personnel:

LABOR CATEGORY

NAME

Warehouse Specialist (Supervisory)

--

B4

(b) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer. During the first ninety days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

(c) All proposed substitutes shall meet or exceed the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five days, or ninety days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award

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SECTION I — CONTRACT CLAUSES

SUBSECTION I-1 CLAUSES INCORPORATED BY REFERENCE

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

<u>SOURCE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (DEC 2001)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.211-5	MATERIAL REQUIREMENTS (AUG 2000)
52.215-2	AUDIT AND RECORDS--NEGOTIATION (JUN 1999)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (APR 2002)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

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52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)
52.223-3 ALT I	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) - ALTERNATE I (JUL 1995)
52.223-6	DRUG-FREE WORKPLACE (MAR 2001)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)
52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-14	RIGHTS IN DATA--GENERAL (JUN 1987)
52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987)
52.229-4	FEDERAL, STATE AND LOCAL TAXES (NONCOMPETITIVE CONTRACT) (JAN 1991)
52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)
52.232-1	PAYMENTS (APR 1984)
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2002)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-17	INTEREST (JUN 1996)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (FEB 2002)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
52.233-1	DISPUTES (JUL 2002)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.237-3	CONTINUITY OF SERVICES (JAN 1991)
52.242-3	PENALTIES FOR UNALLOWABLE COSTS (MAR 2001)
52.242-13	BANKRUPTCY (JUL 1995)

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52.243-3 CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)
52.244-2 SUBCONTRACTS (AUG 1998)
52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)
52.248-1 VALUE ENGINEERING (FEB 2000)
52.249-2 TERMINATION FOR CONVENIENCE OF GOVERNMENT (FIXED-PRICE)
(SEP 1996)
52.249-8 DEFAULT (FIXED-PRICE SUPPLY & SERVICE) (APR 1984)
52.249-14 EXCUSABLE DELAYS (APR 1984)
52.253-1 COMPUTER GENERATED FORMS (JAN 1991)
II. DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR CHAPTER 6) CLAUSES:
652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS
AMENDED (AUG 1999)

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SUBSECTION I-2 CLAUSES INCORPORATED IN FULL TEXT

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at any time prior to the expiration date of the contract.

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (ACQ VARIATION) (11/99)

(a) The Government may extend the term of the contract by written notice(s) to the Contractor within the period(s) specified below.

<u>ITEM(S)</u>	<u>LATEST OPTION EXERCISE DATE</u>
Base	Contract Award
Option Year One	One Year from Contract Award
Option Year Two	Two Years from Contract Award
Option Year Three	Three Years from Contract Award
Option Year Four	Four Years from Contract Award

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five years.

FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY;
IT IS NOT A WAGE DETERMINATION

<u>Employee Class</u>	<u>Monetary Wage - Fringe Benefits</u>
Warehouse Specialist (Supervisory)	WS-12/WS-13
Warehouse Specialist	WG-4/WG-6
Stock Control Specialist	GS-5/GS-7

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September 2003. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the

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part of the Government for any payment may arise for performance under this contract beyond 30 September 2003 or until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

FAR 52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Name: U.S. Department of State
Payments Division
Interface Control Branch
Mailing Address: Washington, DC 20522-1506
Telephone Numbers: Voice 703/875-6471
Fax 703/875-6686
Person to Contact: Mr. Chauncey Lynch, Division Chief

[NOTE: Vendor shall submit EFT information using the attached Standard Form 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form." Effective October 1, 1999, the vendor's Taxpayer Identification Number must be included on all invoices and vouchers.]

FAR 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate

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information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance of delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner an sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change when necessary direct the mode of further

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performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2) or (3) above, advise the Contractor that additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.* (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, *Definitions*.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for

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commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793),

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: www.arnet.gov/far
DOSAR: www.statebuy.gov/home.htm

DOSAR 652.219-71 SECTION 8(A) DIRECT AWARDS (AUG 1999)

(a) This purchase order or contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the Department of State (DOS). SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and provides counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

SBA Washington District Office
1110 Vermont Avenue, N.W., 9th Floor
Washington, DC 20043-4500

(b) The DOS contracting officer is responsible for administering the purchase

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order or contract and taking any action on behalf of the Government under the terms and conditions of the purchase order or contract. However, the DOS contracting officer shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the purchase order or contract. The DOS contracting officer shall also coordinate with SBA prior to processing any novation agreement. The DOS contracting officer may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the DOS contracting officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based, plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) to adhere to the requirements of FAR 52.219-14, "LIMITATIONS ON SUBCONTRACTING."

DOSAR 652.232-72 LIMITATION OF FUNDS (AUG 1999)

(a) Of the total price in Section B (or the "Prices" section), only the amount stated on the contract award document or subsequent modifications is now available for payment and obligated under this contract. It is anticipated that from time to time, additional funds will be obligated under the contract until the total price of the contract is obligated.

(b) The Government is not obligated to pay or reimburse the contractor more than the amount obligated pursuant to this clause. The contractor agrees to perform the contract up to the point at which the total amount paid and payable by the Government (including amounts payable for subcontracts and settlement costs if this contract is terminated for convenience) approximates but does not exceed the total amount obligated.

(c)(1) It is contemplated that funds now obligated under this contract will cover the work to be performed until September 30, 2003.

(2) If the contractor considers the funds obligated under this contract to be insufficient to cover the work to be performed until that date, or another date agreed to by the parties, the contractor shall notify the contracting officer in writing and indicate the date on which it expects expended funds to approximate 75 percent of the total amount obligated. The notice shall state the estimated amount of additional funds required to continue performance through the date specified in paragraph (c)(1) of this clause or another date agreed to by the parties.

(3) If, after notification is provided pursuant to paragraph (c)(2) of this clause, additional funds are not obligated, or an earlier date than the date in paragraph (c)(1) of this clause is not agreed to, the contractor shall not be obligated to continue performance under this contract (including actions under the termination clause of this contract) beyond the funds obligated for contract performance.

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(d) When additional funds are obligated from time to time for continued performance of this contract, the contract shall be modified to increase the funds obligated and to indicate the period of performance for which funds are applicable. The contractor may notify the contracting officer as provided in paragraph (c) (2) of this clause regarding any additional funds obligated.

(e) If the contractor incurs additional costs or is delayed in the performance of work under this contract, solely by reason of the Government's failure to obligate additional funds in amounts sufficient for the timely performance of this contract, an equitable adjustment may be made to the price, or time of delivery, or both.

(f) This clause shall become inoperative upon obligation of funds sufficient to cover the full price stated in the contract, except for rights and obligations then existing under this clause.

(g) Nothing in this clause shall affect the Government's right to terminate the contract for convenience or default.

DOSAR 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (AUG 1999) (ACQ STANDARD FORMAT) (09/99)

(a) The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR is identified in Section G of this contract under "CONTRACT ADMINISTRATION DATA."

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SECTION J — LIST OF ATTACHMENTS

	TITLE	DATE	NO. OF PAGES
ATTACHMENT A	Service Contract Act Wage Determination No. 1994-2103	8/27/02	9
ATTACHMENT B	Standard Form 3881, ACH Vendor/ Miscellaneous Payment Enrollment Form	12/90	1

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STANDARD FORM 98 Rev. Feb. 1973 U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION	NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE <i>(See Instructions on Reverse)</i>	1. NOTICE NO. <div style="font-size: 2em; font-weight: bold;">A 2400421</div>																		
MAIL TO: <div style="text-align: center;"> Administrator Wage and Hour Division U.S. Department of Labor Washington, D.C. 20210 </div>		2. Estimated solicitation date (use numerals) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Month</td> <td style="width: 33%;">Day</td> <td style="width: 33%;">Year</td> </tr> <tr> <td style="text-align: center;">10</td> <td style="text-align: center;">10</td> <td style="text-align: center;">2002</td> </tr> </table> 3. Estimated date bids or proposals to be opened or negotiations begun (use numerals) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Month</td> <td style="width: 33%;">Day</td> <td style="width: 33%;">Year</td> </tr> <tr> <td style="text-align: center;">10</td> <td style="text-align: center;">24</td> <td style="text-align: center;">2002</td> </tr> </table> 4. Date contract performance to begin (use numerals) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Month</td> <td style="width: 33%;">Day</td> <td style="width: 33%;">Year</td> </tr> <tr> <td style="text-align: center;">12</td> <td style="text-align: center;">1</td> <td style="text-align: center;">2002</td> </tr> </table>	Month	Day	Year	10	10	2002	Month	Day	Year	10	24	2002	Month	Day	Year	12	1	2002
Month	Day	Year																		
10	10	2002																		
Month	Day	Year																		
10	24	2002																		
Month	Day	Year																		
12	1	2002																		
5. PLACE(S) OF PERFORMANCE <div style="border: 1px solid black; padding: 2px; display: inline-block;">Fairfax</div> VA		6. SERVICES TO BE PERFORMED (describe) Warehouse Type Storage Services <div style="text-align: right; transform: rotate(90deg); font-weight: bold;">2002 OCT 15</div>																		
7. INFORMATION ABOUT PERFORMANCE A. <input type="checkbox"/> Services now performed by a contractor B. <input type="checkbox"/> Services now performed by Federal employees C. <input checked="" type="checkbox"/> Services not presently being performed																				
8. IF BOX A IN ITEM 7 IS MARKED, COMPLETE ITEM 8 AS APPLICABLE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">a. Name and address of incumbent contractor</td> <td style="width: 50%;">b. Number(s) of any wage determination(s) in incumbent's contract</td> </tr> <tr> <td style="text-align: center;">N/A</td> <td></td> </tr> </table>			a. Name and address of incumbent contractor	b. Number(s) of any wage determination(s) in incumbent's contract	N/A															
a. Name and address of incumbent contractor	b. Number(s) of any wage determination(s) in incumbent's contract																			
N/A																				
c. Name(s) of union(s) if services are being performed under collective bargaining agreement(s). Important: Attach copies of current applicable collective bargaining agreements																				
9. OFFICIAL SUBMITTING NOTICE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">SIGNED: <div style="font-family: cursive; font-size: 1.2em;">Chrissie Fields</div></td> <td style="width: 50%;">DATE: 10/3/02</td> </tr> <tr> <td>TYPE OR PRINT NAME: Chrissie Fields</td> <td>TELEPHONE NO.: (703) 875-6624</td> </tr> </table>			SIGNED: <div style="font-family: cursive; font-size: 1.2em;">Chrissie Fields</div>	DATE: 10/3/02	TYPE OR PRINT NAME: Chrissie Fields	TELEPHONE NO.: (703) 875-6624														
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TYPE OR PRINT NAME: Chrissie Fields	TELEPHONE NO.: (703) 875-6624																			
10. TYPE OR PRINT NAME AND TITLE OF PERSON TO WHOM RESPONSE IS TO BE SENT AND NAME AND ADDRESS OF DEPARTMENT OR AGENCY, BUREAU, DIVISION, ETC. <div style="text-align: center;"> U.S. Department of State Dept Acquisition Office P.O. Box 9115 Rosslyn Station Arlington, VA 22219 </div>																				
<div style="text-align: right;"> RESPONSE TO NOTICE <i>(by Department of Labor)</i> A. <input checked="" type="checkbox"/> The attached wage determination(s) listed below apply to procurement. <div style="border-bottom: 1px solid black; width: 150px; margin-left: 100px;">94-2133(25)</div> B. <input type="checkbox"/> As of this date, no wage determination applicable to the specified locality and classes of employees is in effect. C. <input type="checkbox"/> From information supplied, the Service Contract Act does not apply (see attached explanation). D. <input type="checkbox"/> Notice returned for additional information (see attached explanation). <div style="text-align: center;"> <div style="font-family: cursive; font-size: 1.5em;">[Signature]</div> <div style="text-align: right;">Signed: _____ (U.S. Department of Labor)</div> </div> <div style="text-align: right; margin-top: 10px;"> (Date) NOV 13 2002 </div> </div>																				

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REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210


William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1994-2103
Revision No.: 28
Date of Last Revision: 10/04/2002

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince
William, Stafford

** Fringe Benefits Required Follow the Occupational Listing **

CODE	OCCUPATION TITLE	MINIMUM WAGE RATE
01000	Administrative Support and Clerical Occupations	
01011	Accounting Clerk I	10.16
01012	Accounting Clerk II	11.88
01013	Accounting Clerk III	14.04
01014	Accounting Clerk IV	16.37
01030	Court Reporter	14.94
01050	Dispatcher, Motor Vehicle	14.63
01060	Document Preparation Clerk	11.29
01070	Messenger (Courier)	9.30
01090	Duplicating Machine Operator	11.29
01110	Film/Tape Librarian	14.65
01115	General Clerk I	11.68
01116	General Clerk II	13.72
01117	General Clerk III	15.32
01118	General Clerk IV	18.74
01120	Housing Referral Assistant	17.82
01131	Key Entry Operator I	10.40
01132	Key Entry Operator II	11.62
01191	Order Clerk I	14.74
01192	Order Clerk II	16.29
01261	Personnel Assistant (Employment) I	13.05
01262	Personnel Assistant (Employment) II	14.24
01263	Personnel Assistant (Employment) III	16.42
01264	Personnel Assistant (Employment) IV	19.60
01270	Production Control Clerk	17.28
01290	Rental Clerk	15.42
01300	Scheduler, Maintenance	14.08
01311	Secretary I	14.71
01312	Secretary II	15.35
01313	Secretary III	18.49
01314	Secretary IV	19.57

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ISSUE DATE: 10/1/2002

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01315	Secretary V	22.79
01320	Service Order Dispatcher	14.04
01341	Stenographer I	14.68
01342	Stenographer II	16.47
01400	Supply Technician	19.57
01420	Survey Worker (Interviewer)	14.94
01460	Switchboard Operator-Receptionist	10.96
01510	Test Examiner	15.35
01520	Test Proctor	15.35
01531	Travel Clerk I	11.63
01532	Travel Clerk II	12.49
01533	Travel Clerk III	13.41
01611	Word Processor I	11.80
01612	Word Processor II	14.22
01613	Word Processor III	16.65
03000	Automatic Data Processing Occupations	
03010	Computer Data Librarian	11.69
03041	Computer Operator I	13.30
03042	Computer Operator II	15.67
03043	Computer Operator III	18.60
03044	Computer Operator IV	18.94
03045	Computer Operator V	22.94
03071	Computer Programmer I (1)	19.64
03072	Computer Programmer II (1)	23.05
03073	Computer Programmer III (1)	26.99
03074	Computer Programmer IV (1)	27.62
03101	Computer Systems Analyst I (1)	26.99
03102	Computer Systems Analyst II (1)	27.62
03103	Computer Systems Analyst III (1)	27.62
03160	Peripheral Equipment Operator	14.06
05000	Automotive Service Occupations	
05005	Automotive Body Repairer, Fiberglass	21.38
05010	Automotive Glass Installer	17.03
05040	Automotive Worker	17.03
05070	Electrician, Automotive	18.05
05100	Mobile Equipment Servicer	14.94
05130	Motor Equipment Metal Mechanic	19.03
05160	Motor Equipment Metal Worker	17.03
05190	Motor Vehicle Mechanic	19.11
05220	Motor Vehicle Mechanic Helper	16.01
05250	Motor Vehicle Upholstery Worker	17.03
05280	Motor Vehicle Wrecker	17.03
05310	Painter, Automotive	18.05
05340	Radiator Repair Specialist	17.03
05370	Tire Repairer	14.43
05400	Transmission Repair Specialist	19.03

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07000	Food Preparation and Service Occupations	
	Food Service Worker	9.01
07010	Baker	11.87
07041	Cook I	10.41
07042	Cook II	11.87
07070	Dishwasher	8.76
07130	Meat Cutter	16.07
07250	Waiter/Waitress	8.17
09000	Furniture Maintenance and Repair Occupations	
09010	Electrostatic Spray Painter	18.05
09040	Furniture Handler	12.55
09070	Furniture Refinisher	18.05
09100	Furniture Refinisher Helper	13.85
09110	Furniture Repairer, Minor	16.01
09130	Upholsterer	18.05
11030	General Services and Support Occupations	
11030	Cleaner, Vehicles	9.67
11060	Elevator Operator	9.79
11090	Gardener	12.98
11121	House Keeping Aid I	9.02
11122	House Keeping Aid II	9.28
11150	Janitor	9.64
11210	Laborer, Grounds Maintenance	10.75
11240	Maid or Houseman	9.28
11270	Pest Controller	11.85
11300	Refuse Collector	10.88
11330	Tractor Operator	12.73
11360	Window Cleaner	10.51
12000	Health Occupations	
12020	Dental Assistant	14.36
12040	Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.95
12071	Licensed Practical Nurse I	14.43
12072	Licensed Practical Nurse II	16.20
12073	Licensed Practical Nurse III	18.13
12100	Medical Assistant	11.76
12130	Medical Laboratory Technician	13.93
12160	Medical Record Clerk	13.57
12190	Medical Record Technician	14.21
12221	Nursing Assistant I	8.46
12222	Nursing Assistant II	9.52
12223	Nursing Assistant III	11.94
12224	Nursing Assistant IV	13.40
12250	Pharmacy Technician	11.84
12280	Phlebotomist	11.21

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12311	Registered Nurse I	
12312	Registered Nurse II	22.54
12313	Registered Nurse II, Specialist	25.08
12314	Registered Nurse III	25.08
12315	Registered Nurse III, Anesthetist	32.38
12316	Registered Nurse IV	32.38
		38.81
13000	Information and Arts Occupations	
13002	Audiovisual Librarian	18.95
13011	Exhibits Specialist I	16.79
13012	Exhibits Specialist II	20.99
13013	Exhibits Specialist III	25.84
13041	Illustrator I	17.03
13042	Illustrator II	21.29
13043	Illustrator III	26.20
13047	Librarian	22.33
13050	Library Technician	15.03
13071	Photographer I	13.93
13072	Photographer II	15.84
13073	Photographer III	19.56
13074	Photographer IV	24.08
13075	Photographer V	26.50
15000	Laundry, Dry Cleaning, Pressing and Related Occupations	
15010	Assembler	8.71
15030	Counter Attendant	8.71
15040	Dry Cleaner	9.83
15070	Finisher, Flatwork, Machine	8.71
15090	Presser, Hand	8.71
15100	Presser, Machine, Drycleaning	8.71
15130	Presser, Machine, Shirts	8.71
15160	Presser, Machine, Wearing Apparel, Laundry	8.71
15190	Sewing Machine Operator	10.63
15220	Tailor	12.43
15250	Washer, Machine	9.31
19000	Machine Tool Operation and Repair Occupations	
19010	Machine-Tool Operator (Toolroom)	18.05
19040	Tool and Die Maker	21.95
21000	Material Handling and Packing Occupations	
21010	Fuel Distribution System Operator	19.38
21020	Material Coordinator	16.97
21030	Material Expediter	16.97
21040	Material Handling Laborer	11.50
21050	Order Filler	13.21
21071	Forklift Operator	14.58
21080	Production Line Worker (Food Processing)	12.80
21100	Shipping/Receiving Clerk	13.09

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21130	Shipping Packer	12.21
21140	Store Worker I	8.89
21150	Stock Clerk (Shelf Stocker, Store Worker II)	12.69
21210	Tools and Parts Attendant	16.99
21400	Warehouse Specialist	15.01
23000	Mechanics and Maintenance and Repair Occupations	
23010	Aircraft Mechanic	21.95
23040	Aircraft Mechanic Helper	14.51
23050	Aircraft Quality Control Inspector	23.11
23060	Aircraft Servicer	16.78
23070	Aircraft Worker	17.84
23100	Appliance Mechanic	18.05
23120	Bicycle Repairer	14.43
23125	Cable Splicer	20.93
23130	Carpenter, Maintenance	18.05
23140	Carpet Layer	17.81
23160	Electrician, Maintenance	22.59
23181	Electronics Technician, Maintenance I	16.08
23182	Electronics Technician, Maintenance II	20.88
23183	Electronics Technician, Maintenance III	22.73
23260	Fabric Worker	15.76
23290	Fire Alarm System Mechanic	19.03
23310	Fire Extinguisher Repairer	14.94
23340	Fuel Distribution System Mechanic	20.93
23370	General Maintenance Worker	16.46
23400	Heating, Refrigeration and Air Conditioning Mechanic	19.03
23430	Heavy Equipment Mechanic	19.03
23440	Heavy Equipment Operator	19.31
23460	Instrument Mechanic	19.03
23470	Laborer	10.70
23500	Locksmith	18.05
23530	Machinery Maintenance Mechanic	20.51
23550	Machinist, Maintenance	21.52
23580	Maintenance Trades Helper	13.85
23640	Millwright	19.24
23700	Office Appliance Repairer	18.05
23740	Painter, Aircraft	20.76
23760	Painter, Maintenance	18.05
23790	Pipefitter, Maintenance	19.04
23800	Plumber, Maintenance	18.05
23820	Pneudraulic Systems Mechanic	19.03
23850	Rigger	19.03
23870	Scale Mechanic	17.03
23890	Sheet-Metal Worker, Maintenance	19.03
23910	Small Engine Mechanic	20.05
23930	Telecommunication Mechanic I	19.41
23931	Telecommunication Mechanic II	20.45
23950	Telephone Lineman	20.93

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23960	Welder, Combination, Maintenance	19.03
23965	Well Driller	19.03
23970	Woodcraft Worker	19.03
23980	Woodworker	15.32
24000	Personal Needs Occupations	
24570	Child Care Attendant	11.37
24580	Child Care Center Clerk	15.86
24600	Chore Aid	8.05
24630	Homemaker	16.45
25000	Plant and System Operation Occupations	
25010	Boiler Tender	20.85
25040	Sewage Plant Operator	19.15
25070	Stationary Engineer	20.85
25190	Ventilation Equipment Tender	13.85
25210	Water Treatment Plant Operator	19.72
27000	Protective Service Occupations	
	Police Officer	20.54
27004	Alarm Monitor	15.04
27006	Corrections Officer	17.69
27010	Court Security Officer	18.84
27040	Detention Officer	18.29
27070	Firefighter	19.72
27101	Guard I	9.51
27102	Guard II	12.53
28000	Stevedoring/Longshoremen Occupations	
28010	Blocker and Bracer	16.46
28020	Hatch Tender	15.74
28030	Line Handler	15.74
28040	Stevedore I	15.47
28050	Stevedore II	17.45
29000	Technical Occupations	
21150	Graphic Artist	20.36
29010	Air Traffic Control Specialist, Center (2)	28.96
29011	Air Traffic Control Specialist, Station (2)	19.97
29012	Air Traffic Control Specialist, Terminal (2)	21.99
29023	Archeological Technician I	14.57
29024	Archeological Technician II	16.29
29025	Archeological Technician III	20.20
29030	Cartographic Technician	22.73
29035	Computer Based Training (CBT) Specialist/ Instructor	23.94
29040	Civil Engineering Technician	19.56
29061	Drafter I	12.22
29062	Drafter II	15.30
29063	Drafter III	17.18

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29064	Drafter IV	21.49
29081	Engineering Technician I	15.50
29082	Engineering Technician II	17.99
29083	Engineering Technician III	21.63
29084	Engineering Technician IV	24.82
29085	Engineering Technician V	30.35
29086	Engineering Technician VI	36.72
29090	Environmental Technician	19.29
29100	Flight Simulator/Instructor (Pilot)	27.76
29160	Instructor	23.34
29210	Laboratory Technician	15.98
29240	Mathematical Technician	23.39
29361	Paralegal/Legal Assistant I	16.71
29362	Paralegal/Legal Assistant II	21.31
29363	Paralegal/Legal Assistant III	26.07
29364	Paralegal/Legal Assistant IV	31.54
29390	Photooptics Technician	21.06
29480	Technical Writer	23.99
29491	Unexploded Ordnance (UXO) Technician I	18.40
29492	Unexploded Ordnance (UXO) Technician II	22.27
29493	Unexploded Ordnance (UXO) Technician III	26.69
29494	Unexploded (UXO) Safety Escort	18.40
29495	Unexploded (UXO) Sweep Personnel	18.40
29620	Weather Observer, Senior (3)	19.38
29621	Weather Observer, Combined Upper Air and Surface Programs (3)	16.64
29622	Weather Observer, Upper Air (3)	16.64
31000	Transportation/ Mobile Equipment Operation Occupations	
31030	Bus Driver	15.09
31260	Parking and Lot Attendant	8.62
31290	Shuttle Bus Driver	12.94
31300	Taxi Driver	10.60
31361	Truckdriver, Light Truck	11.78
31362	Truckdriver, Medium Truck	14.97
31363	Truckdriver, Heavy Truck	17.52
31364	Truckdriver, Tractor-Trailer	17.52
99000	Miscellaneous Occupations	
99020	Animal Caretaker	8.57
99030	Cashier	8.53
99041	Carnival Equipment Operator	11.11
99042	Carnival Equipment Repairer	11.97
99043	Carnival Worker	7.48
99050	Desk Clerk	9.78
99095	Embalmer	19.04
99300	Lifeguard	9.67
99310	Mortician	21.63
99350	Park Attendant (Aide)	12.15

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99400	Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.03
99500	Recreation Specialist	15.94
99510	Recycling Worker	14.06
99610	Sales Clerk	10.04
99620	School Crossing Guard (Crosswalk Attendant)	10.34
99630	Sport Official	11.24
99658	Survey Party Chief (Chief of Party)	14.92
99659	Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.18
99660	Surveying Aide	9.27
99690	Swimming Pool Operator	13.21
99720	Vending Machine Attendant	10.20
99730	Vending Machine Repairer	13.24
99740	Vending Machine Repairer Helper	10.77

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives

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and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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TRIPARTITE AGREEMENT

SIGNATURE PAGE

Section 8(a) Subcontractor

Signature: Timothy A. Sitterson

Date: 3/07/03

Name: Timothy A. Sitterson

Title: Director of Contracts

U.S. Department of State 0353-02-207626
Office of Small and Disadvantaged Business Utilization

Signature: Shapleigh C. Drisko

Date: _____

Name: SHAPLEIGH C. DRISKO

C. C. M.

CONTRACTING OFFICER

DOS / A / SDBU

Contracting Officer for the Department of State
Office of Acquisition Management

Signature: Benita D. Williams

Date: 3/13/03

Name: BENITA D. WILLIAMS